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FILED
Clerk
District Court

JUN 2 2008

For The Northern Mariana Islands
By _____
(Deputy Clerk)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS

HOU YAN JUN,

Plaintiff,

v.

TAIWAN TRADING CO., LTD.

Defendant.

CIVIL ACTION NO. 08- 0025

COMPLAINT

COMES NOW, the Plaintiff, by and through their counsel, as their claims and causes of action,
Defendant Taiwan Trading Co., Ltd. , alleges and aver as follows:

JURISDICTION AND VENUE

1. This action is brought under the Fair Labor Standard Act, 29 U.S.C. §§ 201 *et seq.*
(hereafter designated as "FLSA") made applicable to this action by the Covenant to Establish a
Commonwealth of the Northern Mariana Islands in Political Union with the United States of America,
Article V §502(a)(2). Specifically, jurisdiction is conferred upon this Court pursuant to section 16(b) of
the FLSA, 29 U.S.C. § 216(b)

1 9. At all relevant times, Defendant has continuously been an employer engaged in an
2 industry effecting commerce within the meaning of §§701(b), (g) and (h) of Title VII, 42 U.S. C. &
3 2000e(b), (g) and (h).

4 10. Plaintiff is ignorant of the true, complete, and precise names and capacities of defendants
5 sued herein as DOES I through V, and therefore sues these defendant by such fictitious names.
6 Plaintiffs will ask for leave of court to amend this complaint to allege the true names and capacities of
7 these defendants when ascertained.

8 11. All of the acts and failures to act alleged herein were duly performed by and attributable
9 to all Defendant, each acting as a successor, agent, joint, employer, integrated enterprise, employee
10 and/or under the direction and control of the other Defendant, except as otherwise specifically alleged.
11 Said acts and failure to act were within the scope of such agency and/or employment, and each
12 Defendant participated in, approved and/or ratified the unlawful acts and omissions by other Defendant
13 complained of herein. Whenever and wherever reference is made in this Complaint to any act by a
14 Defendant or Defendants such allegations and reference shall also be deemed to mean the acts and
15 failures to act of each Defendants acting individually, jointly, and/or severally.

16 12. It is further alleged on information and belief that the unnamed Defendants in the
17 complaint are alter egos, joint employers, and/or integrated enterprises of Defendant Taiwan Trading
18 Co., Ltd.
19

20
21 **FACTUAL BACKGROUND**

22 13. On or about the year 2007, Plaintiff, Hou Yan Jun signed an employment contract with
23 the Defendant for \$3.05 per hour up and \$3.55 per hour for a one year period.

24 14. Plaintiff renewed her contract for each consecutive year after 2007 and continues to be
25 employed by Defendant at the time of filing this Complaint.

1 15. Defendant failed and refused to pay the compensation indicated in the employment
2 contract in breach of contract.

3 16. Defendant further failed to pay Plaintiff for the overtime hours she worked in excess of
4 40 hours a week.

5 17. Defendant is thus liable to Plaintiff in an amount equal to her losses compensation plus
6 prejudgment interest, and an additional amount as liquidated damages under the NWA.

7 18. Defendant's conduct and acts were done intentionally, maliciously, and oppressively and
8 in conscious disregard of Plaintiff's rights and constituted a willful breach of the implied covenants of
9 good faith and fair dealing of the contract, thus entitling, Plaintiff to an award of special compensatory,
10 consequential, and exemplary damages in an amount to be proven at the trial and an equitable award
11 attorney's fees.
12

13 **FLSA VIOLATION - UNPAID OVERTIME COMPENSATION**

14 19. Plaintiff incorporates herein by reference paragraph 1-18 as alleged as if set forth here in
15 full.

16 20. Defendant violated the provisions of § 207(a) of the FLSA by failing to pay Plaintiff's
17 overtime compensation in the amount of one and one-half times their regular pay rate for all of the
18 hours worked by Plaintiff in excess of forty (40) hours in each work week.

19 21. Plaintiff is entitled to cost of the action and reasonable attorneys fees pursuant to §
20 216(b) of the FLSA.
21

22 **BREACH OF CONTRACT**


23 22. Plaintiff incorporates herein by reference paragraph 1-21 as alleged as if set forth here in
24 full.
25

1 **WHEREFORE**, Plaintiff prays for Judgment as follows:

- 2 1. An award to Plaintiff for appropriate back-pay including but not limited overtime wages,
3 with pre-judgment interest, in amounts to be determined at trial.
- 4 2. An award to Plaintiff of compensation for past and future pecuniary losses resulting from
5 unlawful employment practices described above, in amounts to be determined at trial.
- 6 3. An award to Plaintiff for punitive damages for its malicious and reckless conduct
7 described above, in amounts to be determined at trial.
- 8 4. For reasonable attorneys fees incurred;
- 9 5. For costs of suit incurred;
- 10 6. For Liquidated Damages;
- 11 7. For temporary work authorization during the pendency of this matter;
- 12 8. For transfer relief; and
- 13 9. For such and further relief as the court may deem proper.
- 14
- 15

16 Respectfully submitted this 30th day of May, 2008.

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21 **COLIN M. THOMPSON**
22 Thompson Law Office, LLC
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